

3/25/02

04-12-2002

Form PTO-1594  
1-31-92RECOR  
TRA

102052619

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Wyndham International, Inc.

- ☐ Individuals ☐ Association  
☐ General Partnership ☐ Limited Partnership -  
☒ Corporation-State - Delaware  
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Interest ☐ Change of Name  
☐ Other

Execution Date: February 28, 2002

## 2. Name and address of receiving party(ies):

Name: JPMorgan Chase Bank

Internal Address:

Street Address: 270 Park Avenue

City: New York State: New York Zip Code: 10017

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☐ Corporation  
☒ Other New York State Chartered Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

## 4. Application number(s) or registration number(s):

## A. Trademark Application No.(s)

76/300098 75/778111  
 76/224919 76/300097  
 75/579900 76/119120  
 75/778112

## Trademark Registration No.(s)

1620733	0958717	1264515	1158713
1362836	1192934	1903838	1065457
0943405	0819245	2056297	1828742
1024121	0862884	2307735	1222927
1592438	0802855	2237279	0953840
1843408			

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Helen Bruno, Senior Legal Assistant

Internal Address: White &amp; Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: New York ZIP: 10036

## 6. Total number of applications and registrations involved

28

## 7. Total fee (37 CFR 3.41): \$ 715.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

23-1705 (in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

04/12/2002 TBI AZ1 00000020 76300098

01 FC:481  
02 FC:48240.00 OP  
675.00 OP

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Helen Bruno

Name of Person Signing

Signature

March 25, 2002

Date

Total number of pages comprising cover sheet:

7

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK  
 REEL: 002482 FRAME: 0023

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, WYNDHAM INTERNATIONAL, INC., a Delaware corporation (the "Grantor") with principal offices at 1950 Stemmons Freeway, Suite 6001, Dallas, Texas 75207, hereby assigns and grants to JPMorgan Chase Bank, as Collateral Agent, with principal offices at 270 Park Avenue, New York, NY 10017 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Amended and Restated Guaranty and Collateral Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Amended and Restated Guaranty and Collateral Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 30, 1999, as amended and restated as of February \_\_, 2002 (as amended from time to time, the "Guaranty and Collateral Agreement"). Upon the occurrence of the Termination Date (as defined in the Guaranty and Collateral Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guaranty and Collateral Agreement. The rights and remedies of the Grantee

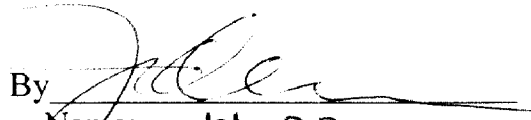
with respect to the security interest granted herein are as set forth in the Guaranty and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall govern.

\* \* \*


**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 28<sup>th</sup> day  
of February, 2002.

WYNDHAM INTERNATIONAL, INC.,  
as Grantor

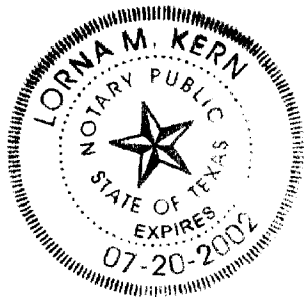
By   
Name: **John P. Bohlmann**  
Title: **Senior Vice President**

JPMORGAN CHASE BANK,  
as Collateral Agent and Grantee

By   
Name: Christina Gould  
Title: **Vice President**

STATE OF TEXAS )  
 ) ss.:  
COUNTY OF DALLAS )


On this 22 day of February, 2002, before me personally came John P. Bollmann  
who, being by me duly sworn, did state as follows: that [s]he is Vice President of  
WYNDHAM INTERNATIONAL, INC., that [s]he is authorized to execute the foregoing Grant  
on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said  
corporation.



Lorna M. Kern  
Notary Public

STATE OF NEW YORK     )  
                                      ) ss:  
COUNTY OF NEW YORK )

On this 12 day of March, 2002, before me personally came Christina Gould who, being by me duly sworn, did state as follows: that she is Vice President of JPMORGAN CHASE BANK, that she is authorized to execute the foregoing Grant on behalf of said corporation and that she did so by authority of the Board of Directors of said corporation.

  
Notary Public

SARA E. ROTHERMEL  
Notary Public, State of New York  
No. 01RC6049704  
Qualified in New York County  
Commission Expires Oct. 23, 2002

<u>MARK</u>	<u>REG./APPLICATION NO.</u>	<u>REG. DATE</u>
CONFIDANTE COLLECTION	1,620,733	
CRISIS CREAM	1,362,836	
GOLDEN DOOR	76300098	
GOLDEN DOOR	0943405	
GOLDEN DOOR	1,024,121	
GOLDEN DOOR	1,592,438	
GOLDEN DOOR	0958717	
GOLDEN DOOR	76224919	
GOLDEN DOOR & Design	1,192,934	
GOLDEN DOOR & Seal Design	0819245	
GOLDEN DOOR (Stylized)	0862884	
GOLDEN DOOR CITYSPA	75579900	
GOLDEN DOOR SOAP DROPS & Design	0802855	
GOLDEN DOOR SPA	75778112	
GOLDEN DOOR SPA AT SEA (Stylized)	1,264,515	
GOLDEN DOOR SPA LIFE	1,903,838	
GOLDEN DOOR SPA LIFE	76119120	
GOLDEN DOOR SPA SKIN	2,056,297	
GOLDEN DOOR SPAS & CITYSPAS	75778111	
GOLDENDOOR.COM	2,307,735	
IMBUE	2,237,279	
JUBILEE!	1,158,713	
Pagoda Design	1,065,457	
Pagoda Design	76300097	
RUNABOUT	1,828,742	
THE DOOR & Pagoda Design	1,222,927	
THE SILVER DOOR	0953840	
WALKABOUT	1,843,408	